



# Request for Proposal

Solicitation Number **RFP-2437**  
 Date Issued **12/12/2023**  
 Purchasing Officer **Jennifer D Hester**  
 Phone **(843) 661-1161**  
 E-Mail Address **jdhester@fmarion.edu**

DESCRIPTION: **Provide IT Support Services as specified to Francis Marion University.**

*The Term "Offer" Means Your "Bid" or "Proposal".*

SUBMIT OFFER BY (Opening Date/Time): **01/25/24 @ 2:00 PM EST** See "Deadline For Submission Of Offer" provision

QUESTIONS MUST BE RECEIVED BY: **01/11/24 @ 2:00 PM EST** See "Questions From Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original in hard copy, one (1) electronic copy, three (3) copies in hard copy clearly marked "COPY", one (1) redacted copy in hard copy and one (1) redacted electronic copy. Financial Considerations must be submitted in one separate, sealed envelope.**

MAILING ADDRESS: <b>Francis Marion University Purchasing Office P.O. Box 100547 Florence, SC 29502-0547</b>	EXPRESS SHIPPING ADDRESS: <b>Francis Marion University Central Receiving 4822 E. Palmetto Street Florence, SC 29506</b>	HAND-DELIVERY: <b>Francis Marion University Purchasing Office (Room 102) Stokes Administration Building 4822 E. Palmetto Street Florence, SC 29506</b>
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CONFERENCE TYPE: <b>A Highly Recommended Site Visit.</b> DATE & TIME: <b>01/04/24 at 10:00 AM</b> As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions	LOCATION: <b>Stanton Academic Computing Center Lobby at Francis Marion University.</b>
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AWARD & AMENDMENTS	An Intent to Award will be posted at the Physical Address stated above on or about <b>02/05/24</b> . The award, this solicitation, and any amendments will be posted at the following web address: <a href="http://www.fmarion.edu/about/solicitationsawards">http://www.fmarion.edu/about/solicitationsawards</a>
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

NAME OF OFFEROR (Full legal name of business submitting the offer)	OFFEROR'S TYPE OF ENTITY: (Check one)  <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____
AUTHORIZED SIGNATURE  (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)	
TITLE (Business title of person signing above)	
PRINTED NAME (Printed name of person signing above)      DATE SIGNED	

(See "Signing Your Offer" provision.)

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION  
(If Offeror is a corporation, identify the state of Incorporation.)

TAXPAYER IDENTIFICATION NO.  
(See "Taxpayer Identification Number" provision)

**PAGE TWO**

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	Address
	Area Code - Number - Extension <span style="float: right;">Facsimile</span>
	<b>E-mail Address (please include)</b>

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
<input type="checkbox"/> Payment Address same as Home Office Address	<input type="checkbox"/> Order Address same as Home Office Address
<input type="checkbox"/> Payment Address same as Notice Address ( <b>check only one</b> )	<input type="checkbox"/> Order Address same as Notice Address ( <b>check only one</b> )

<b>ACKNOWLEDGMENT OF AMENDMENTS</b> Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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## **Solicitation Outline**

- I. Scope of Solicitation**
- II. Instructions to Offerors**
  - A. General Instructions**
  - B. Special Instructions**
- III. Scope of Work / Specifications**
- IV. Information for Offerors to Submit**
- V. Qualifications**
- VI. Award Criteria**
- VII. Terms and Conditions**
  - A. General**
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- IX. Attachments to Solicitation**



## I. Scope of Solicitation

### Type of Contract

A contract will be awarded in accordance with the provisions and conditions of this solicitation.

The contract shall be for One (1) year with the option to renew for up to three (3) additional one-year renewals.

### **Maximum Contract Period:**

Start date: [2/15/2024](#) End date: [2/14/2028](#) Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

### **CONTRACT MAXIMUM VALUE (FMU DEC 2023)**

Regardless of estimated contract dates and any Purchase Orders associated with this contract, contract value shall not exceed \$200,000. University shall not be obligated to pay for any service associated with this contract if services are rendered beyond the stated \$200,000 amount.

### **Scope of Services**

**Acquisition: The scope of this solicitation is for a successful vendor to provide on-site and remote technology support services as needed to support the FMU Department of Campus Technology as specified within Section III. Scope of Work/Specifications of this document.**

ACQUIRE SERVICES (JAN 2006): The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions.

## II. Instructions to Offerors

### B. General Instructions

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.

AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER means the bid or proposal submitted in response to this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing

Your Offer and Bid/Proposal As Offer To Contract.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

STATE means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

[02-2A003-3]

AMENDMENTS TO SOLICITATION (JAN 2004) (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <http://www.tridenttech.edu/procurement.htm> (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

AUTHORIZED AGENT (FEB 2015) All authority regarding this procurement is vested solely with the responsible Purchasing Officer. Unless specifically delegated in writing, the Purchasing Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

AWARD NOTIFICATION (FEB 2015) Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-2]

BID / PROPOSAL AS OFFER TO CONTRACT (JAN 2004) By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

BID ACCEPTANCE PERIOD (JAN 2004) In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Purchasing Officer in writing.

BID IN ENGLISH & DOLLARS (JAN 2004) Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation

PROCUREMENT AGENT (FMU) The Purchasing Officer is an employee of the State acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s).

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008) GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1].

#### CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

(a)(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Purchasing Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Purchasing Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Purchasing Officer may terminate the contract resulting from this solicitation for default.

CODE OF LAWS AVAILABLE (JAN 2006): The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:

<http://www.scstatehouse.gov/code/statmast.php>

<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:

<http://www.scstatehouse.gov/coderegs/statmast.php> <http://www.scstatehouse.gov/coderegs/statmast.php>

[02-2A040-2]

**SUBMITTING A PAPER OFFER OR MODIFICATION (FMU Clause Mar 2015):** For paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

**DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (APR 2023)**

("OCI FAQ for Contractors" is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) (a) You certify that, to the best of your knowledge and belief: (1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and (2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19- 445.2127, or that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. (b) If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or a significant actual or potential conflict of interest, the State may withhold award. Before withholding award on these grounds, the State will notify you of the concerns and provide a reasonable opportunity for you to respond. The State may consider efforts to avoid or mitigate such concerns, including restrictions on future activities. (c) The certification in paragraph (a) of this provision is a material representation of fact upon which the State will rely when considering your offer for award. [02-2A047- 3]

**ORGANIZATIONAL CONFLICT OF INTEREST (APR 2023)**

(a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict. (b) The State may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the State beyond what it would have been if the subcontract had contained such a clause. (c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after Organizational Conflicts of Interest PGI, page 32 award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the State may terminate the contract for default. [07-7A054-1]

**SUBMISSION OF OFFER (FMU Feb 2016):** Offers must be received in the Purchasing Office by date and time stated on cover page.

**DEADLINE FOR SUBMISSION OF OFFER (JAN 2004):** Any offer received after the Purchasing Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

**ELECTRONIC COPIES – REQUIRED MEDIA AND FORMAT FMU MAY 2019)**

In addition to your original offer, you must submit an electronic copy or copies on USB Drive, as per Page 1 of this solicitation. Submit the number of copies indicated on the cover page. Every USB drive must be labeled with the solicitation number and the offeror's name, and specify whether its contents address technical proposal or business proposal. If multiple sets of copies are provided, copy in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. [02-2B070-2]



**DRUG FREE WORK PLACE CERTIFICATION (JAN 2004 )** By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

**DUTY TO INQUIRE (FEB 2015)** Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

**OFFEROR'S RESPONSIBILITY (FMU March 2015):** Additionally, each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this solicitation or to the contract.

**ETHICS CERTIFICATE (May 2008):** By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Purchasing Officer at the same time the law requires the statement to be filed. [02-2A075-2]

**OMIT TAXES FROM PRICE (JAN 2004):** Do not include any sales or use taxes in your price that the State may be required to pay.

**PROTESTS (MAY 2019)**

If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. [02-2A085-2]

**OPEN TRADE REPRESENTATION (JUN 2015):** By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

**PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)** Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, *you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Purchasing Officer.* All communications must be solely with the Purchasing Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. *You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using*

*Governmental Unit during the period beginning eighteen months prior to the Opening Date.* [R. 19-445.2165] [02-2A087-1]

PUBLIC OPENING (JAN 2004) Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

QUESTIONS FROM OFFERORS (FEB 2015) (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Purchasing Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the Purchasing Officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." We will not identify you in our answer to your question. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Purchasing Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

REJECTION/CANCELLATION (JAN 2004) The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.]

REJECTION – TIME (FMU 2019): The right is reserved to reject any offer in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015): (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Purchasing Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Purchasing Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(f) Do not submit bid samples or descriptive literature unless expressly requested. Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D).

SIGNING YOUR OFFER (JAN 2004) Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a)

through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

**SUBMISSION OF OFFER (FMU 2019):** By Submission of an offer, you are guaranteeing that all goods and/or services meet the requirements of the bid during the contract period.

**STATE OFFICE CLOSINGS (JAN 2004):** If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <https://scemd.org/closings/>  
[02-2A120-3]

**DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA (FEB 2021)**

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.

(b) By submitting a response to this solicitation or request, Offeror agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.

(c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer.

(d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive.

(e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text.

(f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.) [02-2A125-3]

**SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015):** Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out,

corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

**TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)** Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

**TAXPAYER IDENTIFICATION NUMBER (JAN 2004):** (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent. (b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number. (c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

**WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)** Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

## **II. Instructions to Offerors**

### **B. Special Instructions**

**CLARIFICATION (NOV 2007)** Pursuant to Section 11-35-1520(8), the Purchasing Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

OFFERING BY LOT (JAN 2006): Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection.

MAIL PICKUP (FMU 2019): Francis Marion University picks up all mail from The US Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [02-2B080-1]

PROTEST – CPO - MMO ADDRESS (June 2006): Any protest must be addressed to the Chief Purchasing Officer, Materials Management Office, and submitted in writing (a) by email to [protest-mmo@mmo.state.sc.us](mailto:protest-mmo@mmo.state.sc.us), (b) by facsimile at 803-737-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

SITE VISIT (JAN 2006): A **highly recommended** site visit will be held at the time and date indicated on the cover page. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

Date & Start Time: [\[See cover page for details\]](#)

Location: [\[See cover page for details\]](#)

**[Please visit our website at www.fmarion.edu for directions or call the Purchasing Office at \(843\) 661-1160 for additional information.](http://www.fmarion.edu)**

UNIT PRICES REQUIRED (JAN 2006): Unit price to be shown for each item.

### **III. Scope of Work/Specifications**

Francis Marion University is seeking a vendor to provide on-site and remote technology support services as needed to support the FMU Department of Campus Technology.

Offeror must comply with the following and any attached specifications in providing the goods or services defined herein.

DELIVERY / PERFORMANCE LOCATION – SPECIFIED JAN 2006): After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

**Francis Marion University**  
**4822 E. Palmetto Street**  
**Florence, SC 29506**

QUALITY – NEW (JAN 2006): All items must be new.

#### **Francis Marion University**

Francis Marion University is a four-year educational institution officially established on July 1, 1970. The University is located on a 500-acre tract of land adjacent to U.S. Highways 301/76 seven miles east of Florence, S.C, with additional academic locations in the Florence, SC region. In a typical Fall semester, the University enrolls approximately 4,000 students.

FMU's Campus Technology Department has approximately 14 full-time FTE employees providing IT services to the campus community and approximately three student workers that work about 10-15 hours per week each.

#### **Francis Marion University's Software Systems and Network/Server Infrastructure**

The University currently runs Ellucian's Colleague Student Information System, Financial Records System, and Human Resources System. The University uses Blackbaud's RaisersEdge software for the University's Alumni Donation and Foundation systems and a Blackbaud's NetCommunity for the Alumni Community system and Blackbaud's Financial Edge for accounting. It also uses Admissions Pros for its Customer Relation Management system and Adirondack for Housing (the University is currently soliciting for Housing Management Software; a new contract should begin February of 2024). Data interfaces are used to support Heartland's Campus One Card solution. The University also uses Blackboard LMS and Collaborate SaaS.

All employees and students will be authenticated through hybrid on-premise Exchange 2016 and Microsoft Entra ID (formerly called Azure Active Directory Domain Services) using two distinct domains. It is also supported by a read-only domain controller in Amazon Web Services (AWS). All applications likewise authenticate access through this Active Directory framework using SAML 2.x. All employees use the campus Microsoft Office 365 email system while the students use Google's Webmail email solution. Students also have Microsoft Office 365 accounts.

The current University applications run primarily on Dell Servers with Microsoft Windows operating systems. Some applications use Microsoft SQL Server 2014 or higher, but mostly 2016. The University has two Pure Storage systems and Cisco SAN switches. The University operates in a VMWare version 7.x ESX Enterprise environment with VMware's Virtual Desktop Infrastructure (VDI) using View 8.x. The client environment consists of mostly Dell Windows 10 based PCs and several Mac PCs.

The University has a fiber optic backbone connecting all campus buildings and twisted-pair copper cable within the buildings. While the majority of copper wiring is CAT5e or better, there may be as little as 10% less than CAT5e. The network is composed of HP/Aruba switches and Cisco routers to operate the campus Ethernet network with several Aruba switches along with Aruba's campus wireless platform which covers the campus to supplement the campus wired network. The University has implemented Cisco's SSL/VPN for remote access and Gemalto's multifactor authentication system. Palo Alto is used for firewall and intrusion detection/prevention.

## **Francis Marion University's Technical Environment including current and anticipated standards**

Approximately 800 employees and 4,000 students. The University is mostly a PC environment with a number of MACs.

FMU has nine physical Dell servers that host its VMware environment. There are two sides to the virtual server environment: 1. VM/Production environment 2. VDI/Classroom environment. One new server was recently implemented on the VM side and two new servers are in the process of being implemented on the VDI side. Servers are located in the FMU Data Center

Cloud Provides:

- Ellucian Cloud in AWS for ERP
- Microsoft Office 365
- Adirondack Housing Application
- Blackboard SaaS
- Touchnet SaaS

On the Network side, there is a Cisco 9300 at the core with a Palo Alto 3260 firewall. There is a 3GB primary Internet connections that routes through Clemson University's C-Lite with a leg to Internet2 and a leg to commodity Internet through Segra (formally Spirit Communications) POP in Charlotte, NC; a secondary 100MB Internet circuit is provided by Segra through Atlanta, GA. The two circuits operate in a BGP environment. The Backup process follows a Buffalo NAS that is backed up to Veeam. There is also a Vsphere Replication server. Both devices are on campus but would like to move to a better backup solution in the near future. Servers are fairly current with three slated for replacement next year. All Windows Server 2008 are being migrated to Server 2012 or Higher. The replacement of the Cisco core switch and Palo Alto firewall are under discussion at the present as well as upgrades to the wireless environment. The Touchnet 1Card software is current.

The University is moving toward mainstream, standards-based, interoperable technologies in its services and infrastructure systems wherever possible, in order to minimize our risks and optimize our collective success.

In order to achieve higher manageability and reduce redundancy, we would prefer products, which use, rather than replicate, existing products at any layer. However, we would prefer to replace products currently in use that do not conform to standards.

### **Network**

The computer network provides the connection between multiple workstations and server platforms. These connections are used to access data, share information, transmit messages, and expand the processing capabilities of a single platform.

Current Standard: Transfer Control Protocol/Internetworking Protocol (TCP/IP) over Ethernet (100Mbps and 10Mbps to desktop with a 10 gigabit core) using Cisco routers and HP switches. Layer 3 down to the access switch. Wireless through the IEEE 802.11b/g/n standard

Anticipated Standard: TCP/IP over Ethernet (gigabit to desktop with a 10 gigabit core) using Cisco or HP routers and HP switches. Layer 3 down to the access switch. No bridging of VLANs. Wireless through the IEEE 802.11n/ac standard. Remote access via SSL Virtual Private Networks (VPN). Distributed firewalls appropriate to system/ application characteristics

### **Infrastructure Platform**

This is the operating system and internal software upon which applications are deployed.

Current Standard: Windows 2016 server, VMware 6.x, Microsoft Office 365, Microsoft Exchange and Active Directory.

Anticipated Standard: Windows 2022 server, VMware 7.x, Microsoft Office 365, Microsoft Exchange and Active Directory.

### **Application Server**

The infrastructure platform dedicated to processing a specific application. Typically focused on processing business logic, calculations, data manipulation; communicates to the database and presentation layers.

Current Standard: Microsoft's IIS v8, Apache, Tomcat

Anticipated Standard: TBD

### **Web Server**

A program that uses the client/server model and the World Wide Web's Hypertext Transfer Protocol (HTTP) which serves the files that form Web pages to Web users. Every computer on the Internet that contains a Web site utilizes a Web server program.

Current Standard: Apache, Microsoft's IIS v8, Tomcat

Anticipated Standard: Apache; Microsoft's IIS – TBD

### **Database**

A database is any collection of data or information that is specially organized for rapid search and retrieval by a computer. Databases are structured to facilitate the storage, retrieval, and modification of data.

Current Standard: MS SQL Server 2016

Anticipated Standard: MS SQL Server (current version)

### **Web Content Management**

An application server dedicated to managing the documents of which web sites are composed.

Current: XHTML, Javascript

Anticipated Standard: TBD

### **Document Management**

An application server dedicated to the capture and management of documents used by an organization. Today, the term has become an umbrella under which fall the activities of document imaging (scanning); workflow; text retrieval and multimedia.

Current Standard: Hyland's Perceptive Software.

Anticipated Standard: TBD.

### **Reporting Tools and Interface**

The tools and interfaces used for creating and presenting reports and extracts from the database.

Current Standard: Entrinsik's Informer 5.x, SQL

Anticipated Standard: TBD.

### **Middleware**

This software provides services such as identification (user name), authentication (password), and authorization (privileges).

Current Standard: No Standard at this time

Anticipated Standard: TBD.

### **Presentation**

This software provides an interactive interface to other services which constitute the most-visible portions of the infrastructure – those seen by users. "Look and feel" characteristics of services result from this layer. A Web Portal is an example of presentation software.

Current Standard: Terminal emulator, "HTTP/HTML, browser- and platform-independent web service".



Anticipated Standard: "HTTP/HTML, browser- and platform-independent web service", (thick clients restricted to specific justification)

## Security

Security is designed to protect the University at multiple levels. This includes business processes and physical access. The University employs a combination of strategies to achieve its objectives which include: applications, firewalls and encryption.

Current Standard: "HTTP/HTML, browser and platform independent web service" (thick clients restricted to specific justification), LDAP – Authentication Secure/FTP – File Transfers Firewalled, Network Layers – Application and Network Access control/NAP for all on campus computers.

Anticipated Standard: "HTTP/HTML, browser and platform independent web service" (thick clients restricted to specific justification), LDAP – Authentication Secure/FTP – File Transfers Firewalled, Network Layers – Application and Network Access control/NAP for all on campus computers

## Programming Environment

Application systems are developed using programming languages.

Current Standard: Python, Ellucian's Envision, PHP

Anticipated Standard: TBD.

## Desktop Environment

New ERP should be accessible from both the PC and Mac environments.

Current Standard: Dell PC, some Mac computers

Anticipated Standard: Dell PC, some Mac computers

## Specifications

UNIVERSITY REPRESENTATIVE: All work to be coordinated with and approved by the University Representative for this project. **The Chief Information Officer (CIO), John Dixon, is the University Representative for this project and can be reached at (843) 661-1335 or [jdixon@fmarion.edu](mailto:jdixon@fmarion.edu)**

1) **IT Support Services** – Vendor shall provide on-site and remote support for the following services including (but not limited to):

### A. Systems & Servers

1. Office365 Exchange 2016 (Virtualized) OneDrive/SharePoint email services to all faculty and staff
2. Pure Storage, Equallogic SAN and SANHQ software
3. VMWare vSphere Server 7.x or greater environment
4. VMware View 7.x or greater environment

### B. Networking Environment

1. Aruba Wireless throughout campus handled via 802.1x authentication + Guest access
2. Switches/Routers – HP, Cisco & Aruba
3. Firewall – Palo Alto 3260
4. BGP/EIGRP routing
5. Remote Access VPNs (IPSec/SSL)
6. Solarwinds Network Monitor
7. QOS

### C. Relevant Operating Systems and Software provided by Campus Technology

1. Windows 2016 through 2022 Server (x32 and x64)
2. IIS 6.0/7.5 or greater
3. WSUS
4. Active Directory, DNS, and DHCP services
5. Group Policy Management
6. SQL Database administration
7. What's Up Gold monitoring and Netflow
8. RDS (Terminal Services)

D. **Information Security** – Not required but desired: Experience in auditing, designing and implementing information security solutions in the areas of:

1. IP networking
2. Firewalls
3. High availability
4. Vulnerability assessment
5. Security policy development
6. Encryption
7. Remote access
8. Intrusion detection and prevention
9. Content filtering
10. Authentication
11. Anti-virus and anti-spam
12. PCI Validation

2) **Current Environment Configuration Issues** - Vendor must be able to recognize misconfigured or poorly configured software, hardware, and network equipment, and provide direction to FMU Campus Technology staff on how to correct these issues and/or perform the corrections themselves.

3) **System Outages and Escalated Problems**

A. Campus Technology will escalate issues to the vendor when the issues either exceed their technical competency or their inability to allocate the right technician due to workload.

B. Vendor shall have a service desk or an on-call system to 24/7 response for these issues with a 2 hour on-site requirement if necessary.

4) **Incident Response** – Vendor will work in conjunction with FMU to prioritize incidents with the following minimum contact and work order closure requirements.

Priority	Contact Time (Hrs)	After Business Hours Required	Close-Out Time (Hrs)
Critical	.5	Y	8
High	2	N	16
Medium	8	N	24
Low	12	N	40
Other	16	N	249

5) **Upgrades to Current Environment** – Vendor shall have a firm understanding of all previously mentioned services, and an understanding of how these services operate together in a network environment. Vendor will have a team of employees including a project manager, with adequate knowledge of the respective systems in order to provide a complete solution for new installations in a timely manner.

6) **Initial Assessment**

- A. Vendor must provide an estimate of the cost and time required to become familiar enough with the FMU IT environment as to adhere to these contact and close-out requirements immediately.
- B. This cost will be factored into the choice of vendor.

7) **Availability Times** - Vendor must be available from 9am until 4pm during weekdays to provide on-site services if required. FMU normal Business hours are 8:30am until 5pm Monday through Friday; the University runs an alternate schedule during summer months and holidays.

8) **Dedicated Support Engineer** - Vendor shall designate no more than two dedicated support Engineers, and include phone number(s) and e-mail address(es), so this person can be available for any questions, requests or to discuss any problems the University may have concerning the performance of this contract.

9) **Escalation**

A. Level 1 Support - FMU Campus Technology will provide first-level technical support, installation, and configuration for all areas. If Campus Technology is unable to successfully provide these services, network support will be escalated to the vendor.

B. Level 2 & 3 Support - Vendor must be able to provide Level 2 and 3 technical support escalation levels for all areas described above.

1. Level 2 Technical Support is considered to be all services provided solely by the vendor through in-house consulting.
2. Level 3 Technical Support is considered to be all services escalated beyond the vendor to the subject matter experts, such as Microsoft, Dell, Palo Alto, HP/Aruba, and Cisco.

10) **Out of Scope Areas** – The following areas will be handled by Campus Technology without additional need for support:

- A. 24/7 Monitoring (Campus Technology will monitor the status and uptime of its environment)
- B. Any software and hardware managed or purchased by departments outside of Campus Technology
- C. Asset Management
- D. Desktop Support

**Additional Information** – The University has had an IT Support Services contract over the last three years.

Below is data related to the utilization of that contract. (Three calendar year contract spans four fiscal years as below):

**Estimated On-Site and Remote Support (number of hours)**

	Onsite Support (estimated number of hours)	*Remote Support (estimated number of hours)
2019-20	184.25	16
2020-21	0	165.5
2021-22	0	122.75
2022-23	0	129.75
Average	46.06 hours	108.5 hours

\*Since the COVID-19 pandemic, remote work has become the standard method of delivery. However, vendor must provide on-site work if needed.

This information is for informational purposes only; the University cannot guarantee the number of hours for on-site and remote support for the new contract. The contract cannot exceed a total of \$200,000 over the potential four year period.

**Offeror shall provide the following required Value Added Services**

- **Backup strategies** – A nightly backup plan for the critical servers, including a regularly-tested recovery process.
- **Technology strategy planning** –Consult with IT staff to recommend long term strategic technology plans. Plans will take advantage of new and existing technologies to produce a pragmatic and effective future roadmap that enables the organization to fulfill its overall mandate in the community.
- **IT policy review and development** – Develop customized policies related to the use of technology when requested by the University.
- **Unit evaluation and testing** – Provide formal evaluation of new hardware.
- **Implementation planning and guidance** – Assist in deployment planning and execution.
- **Life cycle management of hardware units** – Provide process for end-of-life notification, replacement, and asset decommissioning/disposal.
- **Networking and Integrations** – Provide guidance and direction on integrating various networking technologies to enhance the mission of the University.
- **Server and server technologies** – Implement and maintain VMware server and Virtual Desktop Infrastructure (VDI).
- **Warranty, break fixes and installation** – Provide planned and on-call services, including emergency response to network and/or server issues.
- **Technical support** –Support Francis Marion University’s inquiries as required, via 24/7 help desk.
- **Reporting and communication** – Ensure reports of activities performed from each on-site/remote visit as well as recommendations resulting from findings and project status reports.
- **Cloud Strategy** – Overall strategy for utilization of the cloud including indications for disaster recovery when in a cloud environment.

**Workers as assigned by the Contractor shall have the following certifications:**

- **Certified Information Security Credentials (desired)**
- **CISCO – Minimum certification of Cisco Network Professional (CCNP)**

**Workers as assigned by the Contractor shall have the following capabilities:**

- **Experience setting up and configuring Active Directory, DNS, and DHCP services according to Microsoft Best Practices**
- **Experience with full suite of Microsoft Technologies**
- **Experience in VMware products including, but no limited to, VMware server (vSphere 7.x and greater) and Virtual Desktop Infrastructure (View 8.x and greater) installation, patch management, configuration and upgrading. Must have completed a migration from version 6.x to 7.x.**
- **Experience setting up and configuring Network storage devices**
- **Specialization in wireless, security and unified communications**

- **Office 365 Exchange 2016 (Virtualized) – experience in implementing and migrating, configuring and troubleshooting with a Hybrid Environment.**
- **Experience with Windows 2016 through 2022 Server (x32 and x64) – Microsoft Expertise with Migration process implementation. Must have experience in troubleshooting and migrating systems to insurre current and future software/systems work.**
- **Expertise in IIS 6.0/7.5 or greater and experience in redirecting sites, installing, replacing all certificates and documenting for future renewals.**
- **Experience in Group Policy Management –must have created and managed Group Policy according to Microsoft Best Practices.**
- **SQL Database administration – Experience migrating databases from 2014 to 2016 or higher.**
- **Palo Alto Firewalls – Certifications or experience in troubleshooting, replacing, upgrading, configuring firewalls and rules as needed for 2 domains and allowing special vendor access as well as Intrusion and detection experience.**
- **Aruba Wireless – Experience in configuring and maintaining Aruba ClearPass & Airwave.**
- **Pure Storage Devices – Experience in installing, patching, upgrading or configuring devices.**
- **BGP/EIGRP – Experience configuring and maintaining BGP/EIGRP.**

**Information Security – the University desires experience in auditing, designing and implementing information security solutions in the areas of:**

- **IP networking**
- **Firewalls**
- **High availability**
- **Vulnerability assessment**
- **Security policy development**
- **Encryption**
- **Remote access**
- **Intrusion detection and prevention**
- **Content filtering**
- **Authentication**
- **Anti-virus and anti-spam**
- **PCI Validation**

**Note: Partnerships with Microsoft, Aruba, Palo Alto, and Cisco are also beneficial.**

**NOTE: UPON AWARD, THE WINNING VENDOR WILL PROVIDE THE FOLLOWING:**

1. **Certificate(s) of Insurance meeting the requirements of the “Contractor’s Liability Insurance (MAR 2013)” under Section VII. Terms and Conditions B. Special.**

## IV. Information for Offerors to Submit

### INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION (JAN 2006)

In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation:  
[04-4005-1]

To be considered for award, all proposals must include, at a minimum, the following information.

- **Offeror should describe in detail how the proposed services meet each requirement in Section III. Scope of Work/Specifications. Proposals should include but not be limited to Section III. Scope of Work/Specifications. Vendor's response should follow the outline used in this RFP including individually restating each item then addressing that item in Section III. Proposals should be prepared simply and economically, providing a straightforward, concise description of the capabilities to satisfy the requirements of this RFP.**
- **Offeror's response should follow the outline used below in this RFP with all information presented in the exact listed order:**

### Technical Proposals

1. A total of five (5) Technical proposals shall be submitted, to include the following:
  - One (1) original, bound in a ring binder or in a manner where it shall be easily integrated into the office file.
  - Three (3) copies, affixed by staple, folder, comb, or other binding, which is slim, portable, and easily transported and stored with multiple proposals.
  - One (1) copy on a flash drive or other USB device.

**NOTE: Offerors are STRONGLY ENCOURAGED to submit an additional redacted copy of their Technical Proposal on the flash drive. Otherwise, all information provided may be shared with others in subsequent Freedom of Information Act (FOIA) Requests.** [Reference 04-4030-2]
2. The technical proposal **should be** (preferably) tabbed for easy access to each section; and arranged in the following order. Offerors should restate each of the items below and provide their response to that item immediately after.
3. The technical proposal shall not contain reference to cost. **All information should be presented in the listed order:**

In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation:

- |                  |  |
|------------------|--|
| <b>Section 1</b> | Cover Page – Page 1 of this Solicitation Document  |
| <b>Section 2</b> | Contact Information & Acknowledgement of Amendment(s) – Page 2 of this Solicitation Document |
| <b>Section 3</b> | Letter of Introduction   |

A Letter of Introduction, which includes a summary of the Offeror's ability to perform the services described herein and statement that the offeror is willing to perform those services and enter into a contract with Francis Marion University. The letter must be signed by a person having the authority to commit the offeror to a contract.

## **Section 4** Executive Overview

Your offer should include a summary of the proposed solution that reflects your understanding of both the state's needs and how your solution will satisfy those needs. Include enough detail to demonstrate your understanding of the current environment and scope of the project. Please explain your overall approach to the project, including a brief discussion of the total organization including the structure and relationships among personnel and potential consultants/subcontractors.

## **Section 5** Technical Proposal

### ***Scope of Work/Specifications***

- Offeror should address in detail how the proposed system meets each of the requirements in the section titled: **III Scope of Work/Specifications**. Proposals should include but not be limited to the preceding specific specifications section (see III. Scope of Work/ Specifications section above). Vendor's response should follow the outline used in this RFP including individually restating each item then addressing that item in Section III.

### ***Corporate Information***

1. Provide a brief overview of your organization's involvement in providing IT value added services in the marketplace specifically in the Higher Education space.
2. Indicate how many employees will be dedicated to the University's account management and/or technical support?
3. Will you subcontract any components of the proposed solution to third party organizations? If so, please describe the components to be subcontracted and provide details of any agreement in place with the subcontracted firm/individuals as well as a summary of past work that you have successfully completed together.
4. Describe your organization's experience in transitioning clients to public or private cloud technology from more traditional IT service models.
5. Provide details of three current customer accounts that are similar in scope and requirements to those of Francis Marion University.

### ***Proposed Approach and Solution***

1. Detail what Francis Marion University resources would be required by the contractor (e.g., information, data, staff resources, communication) so that you may best provide its service?
2. Please identify the specific individuals that will be assigned to the account and describe how you plan to interact with us and any third party providers that may provide services to Francis Marion University.
3. Describe your experience in providing the following value-added services:
  - a. Backup recommendations
  - b. Technology strategy planning
  - c. Solution design
  - d. Network and email system monitoring
  - e. Warranty, break fixes and installation
  - f. Technical support, including remote user support
  - g. Reporting and communication
  - h. IT policy review and development
  - i. Implementation planning and guidance
  - j. Patch management and configuration
  - k. Life cycle management of hardware units
  - l. Security assessments, support and remediation
4. Describe your experience in providing server technology and service for your customers, focusing on planning, implementation, and ongoing support.
5. Provide specific examples of how you have worked with customers that began with significant technology limitations and helped to successfully transform them into organizations with well planned and executed technology strategies? Indicate the critical success factors in this transformation?
6. Provide detail regarding your approach to the university's Omnileert e2Campus as this integrates with cell phones, and service carriers.

### ***Support***

1. Describe fully your proposed technical support options including the assistance request process, escalation process, support hours, response times, staffing levels, staff expertise, and physical location of the help desk.
2. Provide detail regarding your standard reporting capabilities.
3. Describe any documentation and support (e.g., user manuals, online help, interactive demos, web-based seminars, and online knowledge base) that may be available, both from the technical perspective and the end user perspective.
4. Indicate which user training and technical training that may be offered for our staff.
5. Describe any user groups, websites, newsletters, conferences, or any other means you support for sharing information and soliciting service feedback.
6. Indicate how the contractor monitors customer satisfaction and quality assurance on an ongoing basis. Describe how the University might benefit from this process.
7. The Francis Marion University user base varies considerably in its level of technical sophistication. Please describe your experience in successfully supporting users that may be remote and possess limited technical skills.

### **Cloud experience**

1. Describe your experience in detail in setting up, configuring and maintaining Pure Storage.
2. Describe in detail your experience with VMware vSphere 7.x, your experience in migrating from version 6.x to 7.x, and your experience with VMware's latest version of View for VDI.

### **Networking Environment**

1. Provide detail regarding offeror's experience with configuring Aruba Wireless APs and controllers using Airwave and ClearPass in an environment with more than 250 APs. The university's Aruba Wireless is handled via 802.1x authentication + Guest access.
2. Provide detail regarding offeror's experience with site-to-site routers, BGP/EIGRP routing, CISCO core switches and possess a minimum of CCNP certification.
3. Provide detail regarding offeror's experience with Next-Gen firewalls specifically with Palo Alto 3000 Series. Describe your most recent installation.
4. Provide detail regarding offeror's experience with AD and Domain Controllers and AD script writing. Describe projects you were involved with highlighting these skills.

**Section 6** Qualifications - Company Experience: Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete.

- The general history and experience of the business in providing work of similar size and scope.
- List all other institutions within the last two years with which the Offeror implemented similar projects with higher education institutions similar to Francis Marion University.
- Provide a detailed, narrative statement listing the three most recent, comparable projects (including contact information) which have been performed. For each project, also describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. Describe the scope of effort for each reference account, and whether the engagement has been completed or is still ongoing.
- List of failed projects, suspensions, debarments, and significant litigation. [05-5015-2]
- List any contracts cancelled within the last two (2) years, and explain/describe circumstances/reason for cancellation. Include customer business name, address, contact, contact title, and contact phone number.
- Vendor is responsible for ensuring that all contact information, including both telephone numbers and e-mail addresses, is current as of date of submission of the RFP.

### **Submit information as required in Section V. Qualifications.**

**SUBCONTRACTOR – IDENTIFICATION (FEB 2015)** If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any “government information,” as defined in the clause entitled “Information Security - Definitions,” if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may contact and evaluate your proposed subcontractors. [05-5030-2]



Complete Attachment 3 "Offeror Information: References": to provide three current references for whom directly related previous work was performed. The university may contact these organizations as references.

**Section 7** Qualifications - Personnel

- Identify the individuals who will be assigned to the project, the level of each individuals expertise and the percentage of time each will devote to the project.
- Provide the name, title, direct phone number and extension, e-mail address, resume, and background of key personnel to be assigned to this project including but not limited to:
  - Director of the Project
  - Training Coordinator
  - Information Technology contact
- Detail how the professional personnel will operate organizationally.
- The related experiences of the proposed personnel must be outlined in detail.

**Section 8** Additional Information

Any items requested in this solicitation not specifically mentioned in Sections 1-8. Since the preceding sections are to contain only information that is specifically requested, additional information considered essential to the proposal should be included in this section. Offerors are strongly encouraged to refrain from providing erroneous or extra information, exhibits, pictures, etc. The Offeror's general information publications, such as complete directories or client lists, should not be included. Such items will not be reviewed or considered in proposal evaluations. If there is no additional information to present, state "There is no additional information we wish to present".

**Section 9** Cost Proposal (Business Proposal) In addition to the above, vendor shall submit all price information [as a separate sealed document](#) (as well as on the USB drive) (**complete Section VIII "Bidding Schedule/Price-Business Proposal"**):

**\*\* The technical proposal must not contain reference to cost. The Business Proposal cannot be included in the Technical Proposal.**

The Business Proposal must include, at a minimum, the following information:

This Business Proposal will include all initial costs, installation costs, data migration, training and consulting costs, training materials costs, annual service agreement and maintenance costs, annual user conference costs, third-party software or services costs, and any other associated costs.

Any costs for "troubleshooting" problems after the initial implementation shall also be included in Item 1-installation in the price proposal.

- The Offeror should submit pricing that includes all components noted in Section III. Scope of Work/Specifications.

**Offeror must provide any information required under Section V. Qualifications, "Qualifications – Required Information" regarding Financial Statements and Information Reflecting your Current Financial Position as well as a list and description of failed projects, suspensions, debarments, and significant litigation.**

**>>>1. Financial Statement and Information Reflecting Your Current Financial Position: If you have audited financial statements which meet these requirements, you may be requested to provide those statements at a later date. [Reference Statement of Concepts No. 5 (FASB, December, 1984)]**

**>>>2. Compliance Audit Report: Provide a complete copy of the annual compliance attestation audit report as required by Title IV of the Department of Education. Note: The DOE has established standards for institutions participating in Title IV programs. Section 668.23 of Student Assistance General**

**Provisions further defines the requirements of Third-Party Servicer Compliance Audits. Such audits are not required if the servicer contracts with only one school; AND the school's audit covers all aspects of the third party's program administration. Since contractors must be able to provide services to more than one client institution in South Carolina at any given time, however, proposals that fail to include a complete copy of the most current annual compliance attestation report will be ruled non-responsive and removed from further consideration. For the purposes of this RFP, a "complete copy" of the compliance attestation audit report consists of:**

- a. Auditor's letter "Report of Independent Auditor".
- b. Management Assertions Letter
- c. Servicer Information Sheets (includes Division of Responsibility for Compliance Requirements)
- d. Schedule of any findings and Questioned Costs, and
- e. Independent Auditor's Comments on Prior Year Findings

**>>>3. List of failed projects, suspensions, debarments, and significant litigation.**

**For the purposes of this submittal, a failed project would be a contract entered in to with another entity in good faith, for which that contract was not seen to its conclusion.**

MINORITY PARTICIPATION (JAN 2006)

Is the bidder a South Carolina Certified Minority Business?  Yes  No

Is the bidder a Minority Business certified by another governmental entity?  Yes  No

If so, please list the certifying governmental entity: \_\_\_\_\_

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?  Yes  No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? \_\_\_\_\_

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?  Yes  No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? \_\_\_\_\_

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL:<http://www.govoepp.state.sc.us/osmba/> [04-4015-1]

### **EVALUATION FACTORS -- PROPOSALS (JAN 2006)**

Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.[06-6065-1]

All proposals will be initially reviewed by the university for the purpose of determining responsiveness. Any proposal that does not meet the material and/or essential requirements of the State will be subject to disqualification pursuant to S.C. Statute, Regulations and Interpretative Authorities. Each proposal received which is found to be both responsible and responsive will be evaluated against the criteria indicated below.

1. **Technical Proposal:** The completeness and suitability of the Offeror's proposed solution, as well as Offeror's understanding of scope of work and ability to meet or exceed all of the technical specifications for the RFP, and Offeror's enhancements beyond the minimum requirements of the RFP.
2. **Price/Business Proposal:** Financial impact of Offeror's proposed systems on the business & financial operations of the university. Proposal shall contain (**in a separate, sealed envelope**) the total cost to the University over the life of the contract as described in Section VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL.
3. **Qualifications:** Offeror's prior relevant experience in Higher Education and demonstrated customer service and support. Demonstrated performance on projects of a similar size and nature and ability to provide consulting and customization services.

### **SUBMITTING REDACTED OFFERS (FMU 2023)**

If your offer includes any information that you marked as "Confidential," "Trade Secret," or "Protected" in accordance with the clause entitled "Submitting Confidential Information," you must also submit one complete copy of your offer from which you have removed or concealed such information ( the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Electronic Copies - Required Media and Format.") Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password. NOTE: Offerors are STRONGLY ENCOURAGED to submit a redacted copy of their Technical Proposal on the flash drive. Otherwise, all information provided may be shared with others in subsequent Freedom of Information Act (FOIA) Requests.

## V. Qualifications

QUALIFICATION OF OFFEROR (MAR 2015): (1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability**; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions." [05-5005-2]

QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015): (a) This section establishes special standards of responsibility. UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:

### (a) ADDITIONAL QUALIFICATIONS:

**Qualifications: Offeror must have a minimum of five years of experience and must have completed at least three projects of similar magnitude, material and complexity during the previous three (3) years.**

**Minimum Qualifications – The offeror’s employees assigned to this contract shall have the following certifications/experience and/or partnerships:**

- **CISCO – Minimum certification of Cisco Network Professional (CCNP)**

**(b) Provide a detailed, narrative statement with adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation. If you intend for us to consider the qualifications of your key personnel, predecessor business(es), or subcontractor(s), explain the relationship between you and such person or entity. [R. 19-445.2125(F)]**

[05-5010-2]

SUBCONTRACTOR – IDENTIFICATION (FEB 2015): If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may contact and evaluate your proposed subcontractors. [05-5030-2]

## **VI. Award Criteria**

AWARD BY LOT (JAN 2006): Award will be made by complete lot(s).

AWARD CRITERIA – BIDS (JAN 2006): Award will be made to the lowest responsible and responsive bidder(s).

COMPETITION FROM PUBLIC ENTITIES (JAN 2006): If a South Carolina governmental entity submits an offer, the Purchasing Officer will, when determining the lowest offer, add to the price provided in any offers submitted by nongovernmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004).

UNIT PRICE GOVERNS (JAN 2006): In determining award, unit prices will govern over extended prices unless otherwise stated

## **VII. Terms and Conditions**

### **A. General**

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)

Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible Purchasing Officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible Purchasing Officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made.

(b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the Purchasing Officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

BANKRUPTCY - GENERAL (FEB 2015) (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

CHOICE-OF-LAW (JAN 2006): The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (FEB 2015) (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Purchasing Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the state's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

(b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.

(c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Purchasing Officer shall be void and of no effect. [07-7A015-2]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006) (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

DISPUTES (JAN 2006): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Purchasing Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

(2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

EQUAL OPPORTUNITY (JAN 2006): Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

FALSE CLAIMS (JAN 2006): According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

FIXED PRICING REQUIRED (JAN 2006): Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

NO INDEMNITY OR DEFENSE (FEB 2015) Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

NOTICE (JAN 2006): (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Purchasing Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

OPEN TRADE (JUN 2015): During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

PAYMENT & INTEREST (FEB 2015) (a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

PUBLICITY (JAN 2006): Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Purchasing Officer.

PURCHASE ORDERS (JAN 2006): Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

SURVIVAL OF OBLIGATIONS (JAN 2006): The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

TAXES (JAN 2006): Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006): Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

THIRD PARTY BENEFICIARY (JAN 2006): This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest,

or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

WAIVER (JAN 2006): The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Purchasing Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing.

## **VII. Terms and Conditions**

### **B. Special**

ADDITIONS/DELETIONS: The University shall have the right to make additions to and /or deletions from the contract as necessary. Any change orders to the contract must be communicated in writing between the contractor and the University Purchasing office and must be approved by the State Materials Management Office prior to implementation.

BANKRUPTCY (JAN 2006): (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

COMPLIANCE WITH LAWS (JAN 2006): During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONFERENCE – PRE-PERFORMANCE (JAN 2006): Unless waived by the Purchasing Officer, a preperformance conference between the contractor, state and Purchasing Officer shall be held at a location selected by the state within five (5) days after final award, and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required to attend at contractor's expense.

CONTRACT ADMINISTRATION: Questions or problems arising after award of this contract shall be directed to the Chief Information Officer (CIO) for Francis Marion University (see University Representative reference in Section III of this document) or Francis Marion University, Purchasing Office, PO Box 100547, Florence, SC 29502-0547.

CONTRACT AMENDMENTS, MODIFICATIONS & CHANGE ORDERS: Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless reduced to writing and approved by the buyer responsible for this solicitation and the contractor. All questions, problems or changes arising after award of this contract shall be directed to the buyer responsible for this solicitation, at the phone number and address shown on the cover page

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (JAN 2006): (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.



**CONTRACTOR PERSONNEL (JAN 2006):** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**CONTRACTOR'S LIABILITY INSURANCE (MAR 2013):**

(a) Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(b) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(c) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(d) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(e) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(f) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(g) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(h) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

[07-7B056-1]

**CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006):** The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

DEFAULT (JAN 2006):

(a)(1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to-

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

**DELIVERIES SHALL BE FOB DESTINATION, FREIGHT PREPAID.** It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to the University. Any claim for loss or damage shall be between the contractor and the carrier.

**FORCE MAJURE:** - FMU Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

**ILLEGAL IMMIGRATION (NOV 2008):** (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

**INDEMNIFICATION -- THIRD PARTY CLAIMS (NOV 2011)** Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

**LICENSES AND PERMITS (JAN 2006):** During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

**MATERIAL AND WORKMANSHIP (JAN 2006):** Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

**PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006):** Upon approval of the Purchasing Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Purchasing Officer at least ninety (90) days prior to the

expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Purchasing Officer no later than fifteen (15) days after the Purchasing Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

**PROTECTION OF HUMAN HEALTH & THE ENVIRONMENT:** The State of South Carolina requires all contractual activities to be in compliance with local, state, and federal mandates concerning "protection of human health and the environment". Any contractor doing business with the state will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to "the hazard communication standard" OSHA CFR 1910.1200 (SCRR article 1,71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

**PURCHASES FROM OTHER SOURCES:** The University's Purchasing Office reserves the right to bid separately any unusual requirements or large quantities of the items specified in this proposed contract (the above does not apply to solicitations for service requirements).

**RELATIONSHIP OF THE PARTIES (JAN 2006):** Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

**RESTRICTIONS/LIMITATIONS:** No purchases are to be made from this contract for any item that is not listed or for any item that is currently authorized under any other contract awarded prior to this contract

**SHIPPING / RISK OF LOSS (JAN 2006):** F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause)

**STAFF LEASING SERVICES:** "The Contractor shall not engage the services of any staff leasing company pursuant to S.C. Code Ann. Section 40-68-10 (1976) et seq. to perform any services required under the terms and conditions of this contract without the expressed written consent of the state. Unauthorized use of a staff leasing services company by the contractor to fulfill the terms and conditions of this contract shall result in termination of the contract for cause.

**SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009):** If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the Purchasing Officer. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, the Purchasing Officer may require you to pay the State an amount equal to twice the difference between the price paid by the State and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference. [11-35-1524(D)(5)(c)] [07-7B237-1]

**TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006):** The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award; the entire contract shall not value more than \$200,000.

**TERM OF CONTRACT – OPTION TO RENEW (JAN 2015):** (a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of **1** year(s), **0** month(s), and **0** day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio. [07-7B245-2]

**TERM OF CONTRACT – TERMINATION BY CONTRACTOR (JAN 2006):** Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Purchasing Officer notice of its election to terminate under this clause at least days prior to the expiration of the then current term. [07-7B250-1]

**TERMINATION FOR CONVENIENCE (JAN 2006):** (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of

the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.

VOLUME: Quantities shown herein are estimated requirements for the contract period and the University does not obligate itself to purchase the full quantities indicated, but the price offered must be allowed should the quantities be less. The University's requirements may exceed the quantities shown and all orders received by the contractor during the term of the contract shall be filled in accordance with the terms and conditions herein.

**VIII. Bidding Schedule / Price-Business Proposal**

**NOTE: The Site Visit as scheduled on page 1 is highly recommended for offerors to provide the most accurate Bid Schedule.**

The contract cannot exceed a total of \$200,000 over the potential four year period.

**PRICE PROPOSAL (JAN 2006)**

Notwithstanding any other instructions herein, you shall submit the following price information as a separate document: [08-8015-1]

Price to provide services described in this RFP. The University reserves the right to award to other than the lowest cost proposal as determined by the evaluation criteria.

**Bid Schedule (NOV 2007):**

**The following Bidding Schedule is required to be completed by the offeror:  
(do not include sales tax in your offer)**

**Notes:**

- **Bidding Schedule/Price-Business Proposal must be submitted in a separate sealed envelope.**
- **The technical proposal must not contain reference to cost or price. The Business Proposal cannot be included in the Technical Proposal.**

Item	Description					Total Price
1	<b>Initial Assessment of FMU IT System (all-inclusive)</b>					
	<b>Question</b>	<b>Mandatory/ Optional</b>	<b>Multiple Responses Accepted?</b>		<b>Response</b>	
	<b>ARE YOU REQUESTING THE SC RESIDENT CONTRACTOR PREFERENCE?</b> SEE THE SC PROCUREMENT CODE, SECTION 11-35-1524(C)(1)(III) AND SECTION IIB OF THIS SOLICITATION FOR MORE INFORMATION. FOR A FAQ ON THESE PREFERENCES, PLEASE SEE <a href="http://WWW.MMO.SC.GOV/preferences">WWW.MMO.SC.GOV/preferences</a> .	Optional	No		____ YES ____ NO	
	<b>ARE YOU REQUESTING THE SC RESIDENT SUBCONTRACTOR PREFERENCE-2%?</b> SEE THE SC PROCUREMENT CODE, SECTION 11-35-1524(D) AND SECTION IIB & VIIB OF THIS SOLICITATION FOR MORE INFORMATION. FOR A FAQ ON THESE PREFERENCES, PLEASE SEE <a href="http://WWW.MMO.SC.GOV/preferences">WWW.MMO.SC.GOV/preferences</a> .	Optional	No		____ YES ____ NO	
	<b>ARE YOU REQUESTING THE SC RESIDENT SUBCONTRACTOR PREFERENCE-4%?</b> SEE THE SC PROCUREMENT CODE, SECTION 11-35-1524(D) AND SECTION IIB & VIIB OF THIS SOLICITATION FOR MORE INFORMATION. FOR A FAQ ON THESE PREFERENCES, PLEASE SEE <a href="http://WWW.MMO.SC.GOV/preferences">WWW.MMO.SC.GOV/preferences</a> .	Optional	No		____ YES ____ NO	

Item	Description	Number of Hours/year*	Hourly Rate	Annual Total	4 Year Total
2	Onsite Support	151			
*The number of hours/year will be used for comparison purposes only; the University does not guarantee the number of hours per year.					
Question		Mandatory/ Optional	Multiple Responses Accepted?		Response
<b>ARE YOU REQUESTING THE SC RESIDENT CONTRACTOR PREFERENCE?</b> SEE THE SC PROCUREMENT CODE, SECTION 11-35-1524(C)(1)(III) AND SECTION IIB OF THIS SOLICITATION FOR MORE INFORMATION. FOR A FAQ ON THESE PREFERENCES, PLEASE SEE <a href="http://WWW.MMO.SC.GOV/preferences">WWW.MMO.SC.GOV/preferences</a> .		Optional	No		____ YES ____ NO
<b>ARE YOU REQUESTING THE SC RESIDENT SUBCONTRACTOR PREFERENCE-2%?</b> SEE THE SC PROCUREMENT CODE, SECTION 11-35-1524(D) AND SECTION IIB & VIIB OF THIS SOLICITATION FOR MORE INFORMATION. FOR A FAQ ON THESE PREFERENCES, PLEASE SEE <a href="http://WWW.MMO.SC.GOV/preferences">WWW.MMO.SC.GOV/preferences</a> .		Optional	No		____ YES ____ NO
<b>ARE YOU REQUESTING THE SC RESIDENT SUBCONTRACTOR PREFERENCE-4%?</b> SEE THE SC PROCUREMENT CODE, SECTION 11-35-1524(D) AND SECTION IIB & VIIB OF THIS SOLICITATION FOR MORE INFORMATION. FOR A FAQ ON THESE PREFERENCES, PLEASE SEE <a href="http://WWW.MMO.SC.GOV/preferences">WWW.MMO.SC.GOV/preferences</a> .		Optional	No		____ YES ____ NO

Item	Description	Number of Hours/year*	Hourly Rate	Annual Total	4 Year Total
3	Remote Support	4.0			
*The number of hours/year will be used for comparison purposes only; the University does not guarantee the number of hours per year.					
Question		Mandatory/ Optional	Multiple Responses Accepted?		Response
<b>ARE YOU REQUESTING THE SC RESIDENT CONTRACTOR PREFERENCE?</b> SEE THE SC PROCUREMENT CODE, SECTION 11-35-1524(C)(1)(III) AND SECTION IIB OF THIS SOLICITATION FOR MORE INFORMATION. FOR A FAQ ON THESE PREFERENCES, PLEASE SEE <a href="http://WWW.MMO.SC.GOV/preferences">WWW.MMO.SC.GOV/preferences</a> .		Optional	No		____ YES ____ NO
<b>ARE YOU REQUESTING THE SC RESIDENT SUBCONTRACTOR PREFERENCE-2%?</b> SEE THE SC PROCUREMENT CODE, SECTION 11-35-1524(D) AND SECTION IIB & VIIB OF THIS SOLICITATION FOR MORE INFORMATION. FOR A FAQ ON THESE PREFERENCES, PLEASE SEE <a href="http://WWW.MMO.SC.GOV/preferences">WWW.MMO.SC.GOV/preferences</a> .		Optional	No		____ YES ____ NO
<b>ARE YOU REQUESTING THE SC RESIDENT SUBCONTRACTOR PREFERENCE-4%?</b> SEE THE SC PROCUREMENT CODE, SECTION 11-35-1524(D) AND SECTION IIB & VIIB OF THIS SOLICITATION FOR MORE INFORMATION. FOR A FAQ ON THESE PREFERENCES, PLEASE SEE <a href="http://WWW.MMO.SC.GOV/preferences">WWW.MMO.SC.GOV/preferences</a> .		Optional	No		____ YES ____ NO

	Number of	Travel per	Annual Total	4 Year Total
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Item	Description	Trips/year*	Round Trip		
4	Travel to FMU Campus (all-inclusive)	24			
*The number of trips per year will be used for comparison purposes only; the University does not guarantee the number of trips per year.					
Question		Mandatory/Optional	Multiple Responses Accepted?		Response
ARE YOU REQUESTING THE SC RESIDENT CONTRACTOR PREFERENCE? SEE THE SC PROCUREMENT CODE, SECTION 11-35-1524(C)(1)(III) AND SECTION IIB OF THIS SOLICITATION FOR MORE INFORMATION. FOR A FAQ ON THESE PREFERENCES, PLEASE SEE <a href="http://WWW.MMO.SC.GOV/preferences">WWW.MMO.SC.GOV/preferences</a> .		Optional	No		____ YES ____ NO
ARE YOU REQUESTING THE SC RESIDENT SUBCONTRACTOR PREFERENCE-2%? SEE THE SC PROCUREMENT CODE, SECTION 11-35-1524(D) AND SECTION IIB & VIIB OF THIS SOLICITATION FOR MORE INFORMATION. FOR A FAQ ON THESE PREFERENCES, PLEASE SEE <a href="http://WWW.MMO.SC.GOV/preferences">WWW.MMO.SC.GOV/preferences</a> .		Optional	No		____ YES ____ NO
ARE YOU REQUESTING THE SC RESIDENT SUBCONTRACTOR PREFERENCE-4%? SEE THE SC PROCUREMENT CODE, SECTION 11-35-1524(D) AND SECTION IIB & VIIB OF THIS SOLICITATION FOR MORE INFORMATION. FOR A FAQ ON THESE PREFERENCES, PLEASE SEE <a href="http://WWW.MMO.SC.GOV/preferences">WWW.MMO.SC.GOV/preferences</a> .		Optional	No		____ YES ____ NO

Item	Description	Total
5	<p><b>GRAND TOTAL of Items 1-4 above:</b></p> <p><i>Note: For comparison purposes to determine the low bid, the University will add the "Initial Assessment" to three year totals of "Online Support," "Remote Support," and "Travel Costs"</i></p>	

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

SC Certified Minority Vendor: Y  N  S.C. Cert. #. \_\_\_\_\_



## **IX. Attachments to Solicitation**

- Attachment 1. Offeror's Reference Sheet**
- Attachment 2. Open Trade Representation**
- Attachment 3. I-312 – Non Resident Taxpayer Registration Affidavit**
- Attachment 4. Vendor Application (W9 required with this form)**
- Attachment 5. Bidder's Checklist**

## ATTACHMENT 1 OFFEROR INFORMATION

### References:

Supply three (3) references of government agencies and/or firms for whom OFFEROR has provided similar services during the last two (2) years:

1. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Type of Service:	
Dates(s) when service provided	
2. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Type of Service:	
Dates(s) when service provided	
3. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Type of Service:	
Dates(s) when service provided	

## ATTACHMENT 2

### OPEN TRADE REPRESENTATION

(S.C. Code Ann. §§ 11-35-5300)

*The following representation, which is required by Section 11-35-5300(A), is a material inducement for the State to award a contract to you.*

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I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

Vendor Name (Printed)	State Vendor No.
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	[Not used]

### ATTACHMENT 3

STATE OF SOUTH CAROLINA  
DEPARTMENT OF REVENUE  
NONRESIDENT TAXPAYER  
REGISTRATION AFFIDAVIT  
INCOME TAX WITHHOLDING

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The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Owner, Partner (s) or Corporate Name of Nonresident Taxpayer:

---

2. Trade Name (Doing Business As):

---

3. Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

4. Federal Identification Number: \_\_\_\_\_

5. \_\_\_\_\_ Hiring or Contracting with:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Receiving Rentals or Royalties From:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

6. I hereby certify that the above named nonresident taxpayer is currently registered (check the appropriate box):  
 The South Carolina Secretary of State or  
 The South Carolina Department of Revenue  
Date of Registration: \_\_\_\_\_

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under code Section 12-9-310 at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-40 (b) (6) (f) (5), I declared that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

\_\_\_\_\_  
(Signature of Owner, Partner or Corporate Officer) (Seal)

Date: \_\_\_\_\_

If Corporate officer state title: \_\_\_\_\_

\_\_\_\_\_  
(Name-Please Print)

## **NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING**

### **IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

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Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

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For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: [www.sctax.org](http://www.sctax.org)

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This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT:  
<http://www.sctax.org/Forms+and+Instructions/withholding/default.htm>

## ATTACHMENT 4

Vendor Application Form (must send W9 with this form)



**Francis Marion University**  
Vendor Application Form

Taxpayer ID Number:  FEIN or  SS  FMU Vendor #:   
New Vendor:  Vendor Info Change:

**Submit your W-9 form WITH this Vendor Application Form**

---

Company Name or Individual Name (as shown on your income tax return):   
Address:   
City:  State:  Zip Code:   
Contact Name:  Contact E-mail Address:

This is also my address where Purchase orders should be sent.  Yes or  No

If you have a **"Doing Business As"** name, please include here.

Doing Business As (DBA) Name:   
Address:   
City:  State:  Zip Code:

This is also my address where Purchase orders should be sent.  Yes or  No

Payment Remittance Address

Payment Remittance Address:   
City:  State:  Zip Code:

Contact Name:  Contact E-mail Address:   
This is also my address where Purchase orders should be sent.  Yes or  No

E-mail Address for receiving Purchase Orders from FMU:

Would you like to arrange for electronic payment.  Yes or  No

South Carolina Small and Minority Business Certification Number:  Expiration Date:

Signature of Individual Completing Form: Date:

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For FMU Use Only:

International Vendor Number (FMU will provide):

Purchasing Keyed by: Date: Accounting Reviewed by: Date:

**ATTACHMENT 5**  
**BIDDER'S CHECKLIST**  
*AVOID COMMON BIDDING MISTAKES*

Review this checklist prior to submitting your bid.  
If you fail to follow this checklist, you risk having your bid rejected.

DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!

UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.

REREAD YOUR ENTIRE BID TO MAKE SURE YOUR BID DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.

MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT MARK YOUR ENTIRE BID AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!**

HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.

MAKE SURE YOUR BID INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.

MAKE SURE YOUR BID INCLUDES THE NUMBER OF COPIES REQUESTED.

CHECK TO ENSURE YOUR BID INCLUDES EVERYTHING REQUESTED!

CHECK *AGAIN* TO ENSURE YOUR BID INCLUDES EVERYTHING REQUESTED!

IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE BIDDING INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.

This checklist is included only as a reminder to help bidders avoid common mistakes. Responsiveness will be evaluated against the solicitation, ***not*** against this checklist. You do not need to return this checklist with your response.